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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AXS GROUP LLC,

Plaintiff,

v.

EVENT TICKETS CENTER, INC.,
TICKETNETWORK, INC.; VIRTUAL
BARCODE DISTRIBUTION LLC; and
SECURE.TICKETS,

Defendants.

Case No. 2:24-CV-00377-SPG (Ex)

**PLAINTIFF'S RESPONSE TO
DEFENDANT TICKETNETWORK,
INC'S COUNTERCLAIMS**

COMES NOW, Counter-Defendant AXS Group LLC ("AXS") and in Answer to Counter-Plaintiff TicketNetwork, Inc.'s ("TicketNetwork") Counterclaims, responds as follows:

"INTRODUCTION"

The section of the Counterclaims titled "Introduction" was positioned at the beginning of TicketNetwork's Answer to AXS's Second Amended Complaint, rather than the start of its Counterclaims. In addition, TicketNetwork's "Introduction"

1 violates Federal Rule of Civil Procedure 10 as TicketNetwork failed to number the
2 paragraphs within this section. Notably, Paragraph No. 1, under TicketNetwork’s
3 Counterclaims, incorporates the “Introduction.” Although no response is required,
4 AXS will provide admissions or denials to TicketNetwork’s allegations in its
5 “Introduction,” respectively. AXS denies it committed any wrongdoing as described
6 in the Counterclaims.

7 To the extent a response is required to paragraph 1 of the “Introduction,” AXS
8 admits that TicketNetwork operates an online marketplace and ticketnetwork.com.
9 As to the remaining allegations in paragraph 1, AXS lacks knowledge or information
10 sufficient to form a belief as to the truth of the allegations, and therefore denies them.

11 To the extent a response is required to paragraph 2 of the “Introduction,” AXS
12 admits that TicketNetwork provides software solutions to third parties. As to the
13 remaining allegations in paragraph 2, AXS lacks knowledge or information sufficient
14 to form a belief as to the truth of the allegations, and therefore denies them.

15 To the extent a response is required to paragraph 3 of the “Introduction,” AXS
16 admits that it contracts with event organizers or venues to sell tickets, including on
17 an exclusive basis. AXS admits that some of its clients include hundreds of event
18 organizer clients who present sports and entertainment events in the United States,
19 including the Crypto.com Arena in Los Angeles, the T-Mobile Arena in Las Vegas,
20 Nevada, and the Ryman Auditorium and Grand Ol Opry in Nashville, Tennessee.

21 To the extent a response is required to paragraph 4 of the “Introduction,” AXS
22 admits that it sells tickets electronically, but clarifies that it sells tickets through other
23 means as well. While AXS admits that the quoted language in paragraph 4 is
24 reproduced from AXS’s Complaint, AXS denies that that quote is an admission of
25 any wrongdoing. AXS denies the remaining allegations and specifically denies the
26 allegation that its business model is “monopolistic.”

27 To the extent a response is required to paragraph 5 of the “Introduction,” AXS
28 denies the allegation that its business model is “monopolistic” and the allegation that

1 is conduct is “illegal.” As to any remaining allegations, AXS lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations, and therefore
3 denies them.

4 To the extent a response is required to paragraph 6 of the “Introduction,” while
5 AXS admits that it may cancel ticket orders placed or it may cancel tickets sold in
6 violation of its Terms and Conditions, AXS denies that it committed any alleged
7 wrongdoing described in the Counterclaims. AXS lacks knowledge or information
8 sufficient to form a belief as to the truth of the remaining allegations, and therefore
9 denies them.

10 To the extent a response is required to paragraph 7 of the “Introduction,” AXS
11 denies the allegations.

12 To the extent a response is required to paragraph 8 of the “Introduction,” AXS
13 lacks knowledge or information sufficient to form a belief as to the truth of the
14 allegations, and therefore denies them.

15 To the extent a response is required to paragraph 9 of the “Introduction,” AXS
16 denies that it committed any alleged wrongdoing described in the Counterclaims.

17 **“ACTS GIVING RISE TO COUNTERCLAIMS”**

18 1. In response to Paragraph 1, AXS incorporates by reference its responses
19 to the proceeding paragraphs of the Answer as though fully restated herein and denies
20 that it committed any alleged wrongdoing described in the Counterclaims.

21 2. AXS admits that TicketNetwork operates an online platform for ticket
22 delivery services, which permits third-party brokers to list tickets for sale. AXS
23 admits TicketNetwork’s platform is involved in the secondary ticket sales market.
24 AXS otherwise lacks knowledge or information sufficient to form a belief as to the
25 truth of the allegations in Paragraph 2, and therefore denies them.

26 3. AXS lacks knowledge or information sufficient to form a belief as to the
27 truth of the allegations in Paragraph 3, and therefore denies them.

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1 4. AXS admits that it contracts with event organizers or venues to sell
2 tickets, including on an exclusive basis. AXS denies all remaining allegations
3 contained in Paragraph 4 relating to AXS and denies that it committed any alleged
4 wrongdoing described in the Counterclaims.

5 5. AXS denies that it has committed any alleged wrongdoing described in
6 the Counterclaims. AXS lacks knowledge or information sufficient to form a belief
7 as to the truth of the allegations in Paragraph 5, and therefore denies them.

8 **“PARTIES”**

9 6. AXS admits TicketNetwork is a Delaware corporation with an address
10 at 75 Gerber Road East, South Windsor, CT 06074.

11 7. AXS admits that it is limited liability company organized under the laws
12 of the state of Delaware and has its principal place of business in this judicial district.

13 **“JURISDICTION AND VENUE”**

14 8. AXS admits that this Court has subject matter jurisdiction over this case
15 pursuant to AXS’s claims under 28 U.S.C. § 1331 and § 1338 concerning the
16 Copyright Act and 17 U.S.C. § 101 *et seq.*, and the Lanham Act, 15 U.S.C. § 1367 *et*
17 *seq.* While AXS admits that this Court has supplemental jurisdiction over all state
18 claims under 18 U.S.C. § 1367 because all state claims asserted herein are related to
19 the same controversy, AXS denies that it committed any alleged wrongdoing
20 described in the Counterclaims. AXS denies all remaining allegations contained in
21 Paragraph 8.

22 9. AXS admits that this Court has personal jurisdiction over AXS.

23 10. AXS admits that venue is proper in this judicial district.

24 **“COUNT I”**

25 **“Violation of Colorado Consumer and Commercial Affairs Law § 6-1-718”**

26 11. In response to Paragraph 11, AXS re-asserts and incorporates by
27 reference its responses to the preceding paragraphs of the Counterclaims as if fully
28 set forth herein.

1 12. AXS admits that it may cancel ticket orders placed or cancel tickets sold
2 in violation of its Terms and Conditions. AXS denies all remaining allegations in
3 Paragraph 12. AXS denies that it committed any alleged wrongdoing described in
4 the Counterclaims.

5 13. AXS denies the allegations in Paragraph 13.

6 14. AXS denies that it committed any alleged wrongdoing described in the
7 Counterclaims. AXS denies it has caused any harm to TicketNetwork and lacks
8 knowledge or information sufficient to form a belief as to the truth of any remaining
9 allegations in Paragraph 14, and therefore denies them.

10 **“COUNT II”**

11 **“Violation of Conn. Gen. Stat. § 53-289d and/or Unfair or Deceptive Act in**
12 **The Conduct of Trade or Commerce Under Subsection (A) of § 42-110b”**

13 15. In response to Paragraph 15, AXS re-asserts and incorporates by
14 reference its responses to the preceding paragraphs of the Counterclaims as if fully
15 set forth herein.

16 16. AXS denies that it committed any alleged wrongdoing described in the
17 Counterclaims. AXS denies the allegations in Paragraph 16.

18 17. AXS denies that it committed any alleged wrongdoing described in the
19 Counterclaims. AXS denies the allegations in Paragraph 17.

20 18. AXS denies that it committed any alleged wrongdoing described in the
21 Counterclaims. AXS denies the allegations in Paragraph 18.

22 19. AXS denies that it committed any alleged wrongdoing described in the
23 Counterclaims and denies that it has caused any harm to TicketNetwork. AXS lacks
24 knowledge or information sufficient to form a belief as to the truth of the allegations
25 in Paragraph 19, and therefore denies them.

26 **“COUNT III”**

27 **“Violation of New York Arts & Cult. Aff. Law § 25.30”**

28 20. In response to Paragraph 20, AXS re-asserts and incorporates by

1 reference its responses to the preceding paragraphs of the Counterclaims as if fully
2 set forth herein.

3 21. AXS denies that it committed any alleged wrongdoing described in the
4 Counterclaims. AXS denies the allegations in Paragraph 21.

5 22. AXS denies that it committed any alleged wrongdoing described in the
6 Counterclaims. AXS denies the allegations in Paragraph 22.

7 23. AXS denies that it committed any alleged wrongdoing described in the
8 Counterclaims and denies that it caused any harm to TicketNetwork. AXS lacks
9 knowledge or information sufficient to form a belief as to the truth of the allegations
10 in Paragraph 23, and therefore denies them.

11 **“COUNT IV”**

12 **“Violation of California Consumer Legal Remedies Act**

13 **Ca. Civ. Code § 1750, *et seq.*”**

14 24. In response to Paragraph 24, AXS re-asserts and incorporates by
15 reference its responses to the preceding paragraphs of the Counterclaims as if fully
16 set forth herein.

17 25. AXS lacks knowledge or information sufficient to form a belief as to the
18 truth of the allegations in Paragraph 25, and therefore denies them.

19 26. AXS admits that it sells tickets for entertainment events to consumers
20 in the Primary Ticket Sales Market. AXS denies that it committed any alleged
21 wrongdoing described in the Counterclaims. AXS lacks knowledge or information
22 sufficient to form a belief as to the truth of the allegations in Paragraph 26 relating to
23 TicketNetwork, and therefore denies them. AXS denies all remaining allegations in
24 Paragraph 26.

25 27. AXS denies that it committed any alleged wrongdoing described in the
26 Counterclaims. AXS lacks knowledge or information sufficient to form a belief as
27 to the truth of the allegations in Paragraph 27, and therefore denies them.

28

1 wrongdoing described in the Counterclaims. AXS lacks knowledge or information
2 sufficient to form a belief as to the truth of the remaining allegations in Paragraph
3 36, and therefore denies them.

4 37. AXS denies that it committed any alleged wrongdoing described in the
5 Counterclaims and denies that it has caused any harm or injury to TicketNetwork.
6 AXS lacks knowledge or information sufficient to form a belief as to the truth of the
7 allegations in Paragraph 37, and therefore denies them.

8 38. AXS denies that it committed any alleged wrongdoing described in the
9 Counterclaims. AXS denies the allegations in Paragraph 38.

10 **“COUNT VI”**

11 **“Interference with TicketNetwork’s Prospective Economic Advantage”**

12 39. In response to Paragraph 39, AXS re-asserts and incorporates by
13 reference its responses to the preceding paragraphs of the Counterclaims as if fully
14 set forth herein.

15 40. AXS denies that it committed any alleged wrongdoing described in the
16 Counterclaims. AXS lacks knowledge or information sufficient to form a belief as
17 to the truth of the allegations in Paragraph 40, and therefore denies them.

18 41. AXS admits that it brought claims against TicketNetwork for allowing
19 counterfeit tickets to be resold on TicketNetwork’s website. AXS denies the
20 remaining allegations in Paragraph 41.

21 42. AXS denies that it committed any alleged wrongdoing described in the
22 Counterclaims. AXS denies the allegations in Paragraph 42.

23 43. AXS denies that it committed any alleged wrongdoing described in the
24 Counterclaims. AXS denies the allegations in Paragraph 43.

25 **“COUNT VII”**

26 **“Unjust Enrichment”**

27 44. In response to Paragraph 44, AXS re-asserts and incorporates by
28 reference its responses to the preceding paragraphs of the Counterclaims as if fully

1 set forth herein.

2 45. AXS denies that it committed any alleged wrongdoing described in the
3 Counterclaims. AXS denies the allegations in Paragraph 45.

4 46. AXS denies that it committed any alleged wrongdoing described in the
5 Counterclaims. AXS denies the allegations in Paragraph 46.

6 47. AXS denies that it committed any alleged wrongdoing described in the
7 Counterclaims. AXS denies the allegations in Paragraph 47.

8 **“PRAYER FOR RELIEF”**

9 This section of the Counterclaims titled “Prayer for Relief” sets forth the
10 statement of relief requested by TicketNetwork to which no response is required.
11 AXS denies that TicketNetwork is entitled to any relief sought in its Prayer for Relief
12 or otherwise.

13 **“DEMAND FOR JURY”**

14 This section of the Counterclaims titled “Demand for Jury” sets forth
15 TicketNetwork’s demand for a jury to which no response is required.

16 **AFFIRMATIVE AND ADDITIONAL DEFENSES**

17 AXS incorporates by reference the foregoing paragraphs in their entirety and
18 asserts the following affirmative and additional defenses. By asserting these
19 affirmative and additional defenses, AXS does not admit that it bears the burden of
20 proof on any issues and does not accept any burden it would not otherwise bear. AXS
21 reserves all affirmative defenses permitted under the Federal Rules of Civil
22 Procedure, the state and federal laws cited in the Counterclaims and/or at law or in
23 equity that may now exist, or in the future, based on discovery and further
24 investigation in this case, as well as the right to amend this Answer to include those
25 defenses. Pursuant to Federal Rule of Civil Procedure 8(c), AXS, without waiver,
26 limitation, or prejudice, hereby asserts the following affirmative and additional
27 defenses.

1 **First Affirmative Defense**

2 **(No Standing Under Colorado Consumer and Commercial Affairs Law)**

3 TicketNetwork is not entitled to any relief under the Colorado Consumer and
4 Commercial Affairs Law as it is not an actual or potential consumer, a successor in
5 interest to an actual consumer, or injured in the course of its business. C.R.S. § 6-1-
6 113(1)(a) – (c); U.S. Fax Law Ctr., Inc. v. Myron Corp., 159 P.3d 745 (Colo. App.
7 2006).

8 **Second Affirmative Defense**

9 **(No Standing Under the California Civil Code Section 1750, *et seq.*)**

10 TicketNetwork is not entitled to any relief under the California Civil Code
11 Section 1750, *et seq.*, as it is not a “consumer,” “disabled person,” or “senior citizen.”
12 Cal. Civ. Code § 1780.

13 **Third Affirmative Defense**

14 **(No Deceptive or Unfair Conduct)**

15 AXS’s asserts an affirmative defense that any actions were not deceptive or
16 unfair under the relevant legal standards.

17 **Fourth Affirmative Defense**

18 **(Compliance with State and Federal Law)**

19 AXS’s asserts an affirmative defense that any alleged actions taken in limiting
20 the resale price of tickets were made in compliance with applicable state and federal
21 law governing resale values.

22 **Fifth Affirmative Defense**

23 **(Laches)**

24 TicketNetwork’s counterclaims are barred in whole or in part by the doctrine
25 of laches.

26 **Sixth Affirmative Defense**

27 **(No Remedies or Damages)**

28 AXS has not committed any acts resulting in any damages against

1 TicketNetwork nor are any remedies owed to TicketNetwork.

2 **Seventh Affirmative Defense**

3 **(Equitable Defenses)**

4 TicketNetwork's counterclaims are barred in whole or in part due to one or
5 more of the equitable doctrines of acquiescence, estoppel, waiver, and unclean hands.

6 **Eighth Affirmative Defense**

7 **(Unclean Hands)**

8 Upon information and belief, and as admitted through its Counterclaim,
9 TicketNetwork knows that AXS has certain Terms and Conditions (complying with
10 relevant state and federal law) legally limiting the resale of a ticket, and despite this
11 knowledge, TicketNetwork has permitted the resale of counterfeit tickets on its
12 platform.

13 **Ninth Affirmative Defense**

14 **(Lawful Restrictions on Trade)**

15 AXS asserts as an affirmative defense that any alleged limitations placed on
16 the resale of tickets were imposed pursuant to valid and enforceable Terms and
17 Conditions, complying with applicable state and federal laws.

18 **Tenth Affirmative Defense**

19 **(Safe Harbor)**

20 AXS's asserts that its business practices are permitted by state and federal law.

21 **Eleventh Affirmative Defense**

22 **(No Likelihood of Confusion)**

23 There is no likelihood of consumer confusion based on the allegations in the
24 Counterclaims.

25 **Twelfth Affirmative Defense**

26 **(Competition)**

27 AXS asserts as an affirmative defense that it is legally permitted to compete
28 with TicketNetwork.

Thirteenth Affirmative Defense

(No Expense)

AXS has not received any benefits based on TicketNetwork's conduct or at TicketNetwork's expense.

RESERVATION OF ALL AFFIRMATIVE AND ADDITIONAL DEFENSES

AXS hereby gives notice that it intends to rely upon any other matter constituting an affirmative defense as set forth in Rule 8(c) of the Federal Rules of Civil Procedure, and that it reserves right to seek leave to amend this Answer to add to, amend, withdraw, or modify these defenses as its investigation continues and discovery may require.

Dated: April 23, 2025

DORSEY & WHITNEY LLP

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CERTIFICATE OF SERVICE

I hereby certify that on April 23, 2025, a true and correct copy of the foregoing was filed electronically using the Court's CM/ECF system, which shall send notification of such filing to all counsel of record. Any counsel of record who has not consented to electronic service through the Court's CM/ECF system will be served by electronic mail.

/s/ J. Michael Keyes
J. Michael Keyes, SBN 262281